

EXHIBIT A



UNITED STATES PATENT AND TRADEMARK OFFICE

Appln. No. : 10/285,873
Applicant(s) : Gotthilf Weniger
Filed : November 1, 2002
TC/A.U. : 3763
Examiner : Maiorino, Roz
Docket No. : 5297/212
Title : BREAST PUMP ASSEMBLY

Confirmation No. 3684

Attention: Office of Petitions
Mail Stop: Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

DECLARATION OF BRIAN SILVER

I, Brian Silver, hereby declare and state as follows:

1. I make this Declaration on the basis of my own personal knowledge and if I were called as a witness, I could and would testify competently to the following facts.
2. I have been employed by Medela, Inc. ("Medela") since April, 1991. I am currently employed as Vice President Innovation & Research at Medela, and have been since May, 2002. Prior to becoming Vice President Innovation & Research, I was employed as the Director Innovation & Research of Medela. I began at Medela as Director Product Development.
3. Medela develops, manufactures and sells breastpumps and breastfeeding accessories for nursing mothers. Medela is and has been engaged in the development, manufacture and sale of breastpumps and breastfeeding accessories since at least 1980 in the United States.

4. While employed at Medela, I worked closely with Gotthilf Weniger.

5. Mr. Weniger was an employee of Medela from 1980 to 1997, holding the title of President from 1980 to 1997. Mr. Weniger ended his employ with Medela on August 26, 1997. Mr. Weniger has a separation agreement dated November 21, 1997 which requires him to assign to the company inventions he was involved in during his employment. During his employment with Medela, Mr. Weniger did assign his inventions to the company.

6. A breast shield with resistive heating element formed on the funnel portion was a concept conceived of at Medela while I and Mr. Weniger were employees.

7. Although the subject matter at issue was conceived and developed while Mr. Weniger was an employee with Medela, he did not invent it.

8. I, Brian Silver, am the true inventor of the subject matter developed at Medela relating to a breastshield with resistive heating element. I conceived of the subject matter at issue while at Medela, and informed others, including Mr. Weniger, about this invention.

9. From the conception date, and after Mr. Weniger left Medela as an employee, Medela continuously researched and further developed a breast shield with resistive heating element, referenced internally by Medela as the "New Generation Breast Pump and Breast Shield Project". Medela continues to do so this day.

10. Attached hereto are documents substantiating my conception as well as the continuing research and development of the subject matter at issue:

- a. Exh. 1 is page 39 from one of my engineering log books. I signed and dated this log book page on November 21, 1991 documenting conception and development of a breast shield with as resistive heating element. This log book page was notarized on November 25, 1991.

b. Exh. 2 is a Medela Project Report for the New Generation Breast Pump and Breast Shield Project documenting advantages and disadvantages of the breast shield with heating element. More specifically, the documentation substantiates copies thereof were given by me to Mr. Weniger ("Gody") on December 10, 1993. Material not relevant has been expurgated.

11. Medela became aware of the Weniger Patent application including disclosure of a resistive heating element for a breastpump shortly after its publication.

12. Thereafter, our attorney wrote to Mr. Weniger's patent attorney about the matter. That letter is Exhibit 3. There was never any response received to the foregoing letter.


13. It is unknown to us when Applicant, Mr. Weniger, became aware of the abandoned status of his application. Medela became aware of the abandoned status of the Weniger application after the letter to Mr. Weniger's patent attorney.

14. The delay resulting in abandonment did not result from a deliberately chosen course of action on the part of the *true* party in interest, Medela. Abandonment occurred without any knowledge or action by Medela to effect abandonment. It was therefore unintentional.

15. Medela never intended to abandon subject matter directed to a resistive heating element for a breastpump.

I declare under penalty and perjury under the laws of the United States that the foregoing is true and correct.

Executed this 30th day of June, 2006, in McHenry, Illinois.



Brian Silver

New Concepts - Breast Pumps

ED 001

- ① Use warmth to help elicit milk from the breast. The breast shield may contain a built in heater (resistance wire, etched foil, circulating warm water, reusable warming pack (gel in plastic bag or similar).)

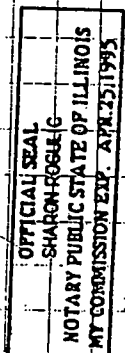
②

Redacted

③

Any of these concepts can be used in combination

Sharon Rogalski
Notary Public
November 25, 1991



B. Silver Nov 21, 1991
 Cont on p 40

HEAT

1. Prism type heat pad

Redacted

2. Electric heater in shield (wires, etched foil, infrared bulb)

Advantages

- a. relatively simple and inexpensive
- b. one device for multiple mothers
- c. durability

Disadvantages

- a. temperature control
- b. potentially high EMF
- c. electric wires leading to shield
- d. safety, although concerns are limited

3. Attach preheated device to shield

Redacted

4. Hot air via heated wires in tubing

Redacted

Final

copies given to Dody, Richard,
Larry, Kathy, Brian + Debra
at mtg. on 12/10/93.

5. Preheat breastshield
same advantages and disadvantages as preheated device
attached to shield except also need to develop a new sh
6. Circulating heated fluid

Redacted

Michael H. Baniak
312-673-0341

150 NORTH WACKER DRIVE
SUITE 1200
CHICAGO, ILLINOIS 60606
TELEPHONE 312-673-0360
FACSIMILE 312-673-0361

May 13, 2005

Michael J. Turgeon, Esq.
VEDDER PRICE
222 North LaSalle Street
Chicago, Illinois 60601

Re: Weniger U.S. Patent Application
Publication No. US 2004/0087898 A1, published May 6, 2004
for Breast Pump Assembly
Our Ref.: 5297/212

Dear Mr. Turgeon:

The patent publication noted above has come to our attention. This firm represents Medela, Inc. As you are probably aware, Gotthilf Weniger was formerly the president of Medela. There are some issues that we see arising concerning the patent protection that Mr. Weniger is apparently trying to obtain.

For purposes of this letter, we categorize the published patent claims into broad categories:

- the particular breastpump apparatus disclosed (with specialized hemispherical vacuum chamber, among other things);
- a breast shield with heating element formed on the funnel portion, and in particular a resistive heating element;
- a breast pump assembly for double breast pumping with a pair of pistons for the vacuum source each independently in communication with a breast shield and independently controllable;
- a musical device associated with the pump;
- a breast shield with an insert having a thinned portion which is deformable under positive pressure to massage the breast.

The use of music in association with breastpumping is a concept that was discussed at Medela while Mr. Weniger was an employee. Accordingly, any putative invention would belong to Medela by virtue of his employment, if it was Mr. Weniger's idea at that time. If it was not, then he cannot patent it because he did not invent it -- it would be derived from Medela, and unpatentable to him under 35 U.S.C. § 102(f). We also note U.S. 6,358,226, which is prior art to Mr. Weniger's application (at least under 35 U.S.C. § 102(e)). It discloses "playing soothing music in the barn," as well as using warmed air circulating around the breastshield to promote lactation.

Use of a resistive heating element on the breast shield is something that Medela can also substantiate as being developed while Mr. Weniger was with the company, and

Michael J. Turgeon, Esq.
May 13, 2005
Page 2

development continued after he left. Again, the invention would belong to Medela by virtue of his employment, if it was Mr. Weniger's idea at that time, which it does not appear to be. He cannot patent it because he did not invent it, but obtained the invention from someone else.

The same holds true for double breast pumping with a pair of pistons for the vacuum source, each independently in communication with a breast shield and independently controllable; that was developed while Mr. Weniger was at Medela. It is also part of the subject matter of U.S. 6,257,847 that issued on July 10, 2001 (filed April 3, 1998), and there are related pending Medela patent applications, each of which have the same effective filing date of April 3, 1998. The disclosure of Medela's '847 patent is, of course, unqualified prior art to Mr. Weniger's application.

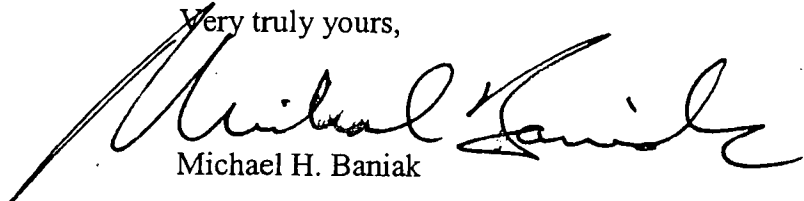
Likewise, Mr. Weniger's breast shield with an insert having a thinned portion which is deformable under positive pressure to massage the breast was anticipated by Medela's "active breast shield" project, and patented in Medela's U.S. 6,663,587. That patent issued on December 16, 2003, with a filing date of June 22, 2001.

Medela has documentation chronicling all of the foregoing developments within the company, and Mr. Weniger's knowledge thereof, and oftentimes involvement therein.

There are obviously serious issues raised concerning derivation from Medela of the subject matter of certain patent claims. Ownership by Medela of the rights to other claims is also a concern. In effect, you are prosecuting claims that Medela may ultimately own. Mr. Weniger's obligations under 37 C.F.R. § 1.56 are also apparent.

After you have had the opportunity to consider the foregoing, and explore what we have set forth with Mr. Weniger, I look forward to your response.

Very truly yours,



Michael H. Baniak

EXHIBIT B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
MBHB Case No. 07-2165-A (5297/267)

In re Application of:

Gotthilf Weniger

Serial No.: 10/285,873

Filing Date: November 1, 2002

Title: Breast Pump Assembly

Confirmation No.: 3684

Examiner: Maiorino, R.

Group Art Unit: 3763

DECLARATION OF MICHAEL H. BANIAK
IN SUPPORT OF PETITION TO REVIVE

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

To the Commissioner:

1. I have submitted a Petition To Revive Under 37 C.F.R. § 1.137(b) dated July 5, 2006 related to the above-identified patent application (Petition is Exh. B).¹ I have been given Power of Attorney by Brian Silver, the Power of Attorney having been submitted in USSN 11/481,180 (which is included in Exh. D).

2. I have represented Medela, Inc., Medela AG and Medela Holding AG in patent matters, and before the USPTO, at all times relevant herein.

3. Gotthilf Weniger regularly participated in developing inventions during his employment with Medela. As evidenced by the assignment documents he executed during that employment, true and correct copies of which are set forth in Exh. F, Weniger regularly and systematically assigned the inventions he was involved in developing during the course of his employment to Medela.

¹ All exhibits referenced are attached to the Request for Reconsideration and Renewed Petition to Revive Under 37 C.F.R. § 1.137(b), and this Declaration is filed therewith.

4. Illinois law would apply to inventions he made at Medela, given that Medela, Inc. is located in Illinois, Weniger lived in Illinois, and he was officed and worked at the Illinois facility as a fulltime employee with duties that involved invention and innovation for Medela. Weniger had a legal obligation to assign all inventions he made in the course of his employment and that related to the business of Medela to Medela. The subject matter on point in this Petition related to breastpumps, which are the core business of Medela. I am admitted to practice law in Illinois, and I am intimately familiar with the law governing invention rights as between employer and employee, in Illinois as well as elsewhere.

5. This “employed-to-invent” rule will control if an employer hires or directs the employee to exercise inventive faculties.² When applying this rule, a court will review the employment relationship at the time of invention to determine if the parties had an implied-in-fact agreement to assign patent rights,³ or there was some similar obligation under law to assign invention rights. An implied-in-fact agreement is “founded upon a meeting of the minds, which, although not embodied in an express contract, is inferred, as a fact from conduct of the parties showing, in the light of the surrounding circumstances, their tacit understanding.”⁴

Illinois of course follows Supreme Court decisions regarding ownership of inventive rights.⁵ These Supreme Court decisions recite the employed-to-invent doctrine described above.⁶

² *Teets v. Chromalloy Gas Turbine Corp.*, 83 F.3d 403, 407 (Fed. Cir. 1996) (citing *U.S. v. Dubliner Condenser Corp.*, 289 U.S. 178, 187 (1933); *Standard Parts Co. v. Peck*, 264 U.S. 52, 59-60 (1924)).

³ *Id.*; *Belanger v. Alton Box Board Co.*, 180 F.2d 87, 93 (7th Cir. 1950).

⁴ *Teets*, 83 F.3d at 407 (quoting *Baltimore & Ohio R.R. v. U.S.*, 261 U.S. 592, 597 (1923)).

⁵ See *Muenzer v. W.F. & John Barnes Co.*, 9 Ill. App.2d 391, 406-407 (1956) (citing *Standard Parts Co. v. Peck*, 264 U.S. 52, 59 (1924); *Solomons v. United States*, 137 U.S. 342, 346 (1890); *United States v. Dubilier Condenser Corp.*, 289 U.S. 178 (1933)); *E.J. McKernan Co. v. Gregory*, 252 Ill. App. 3d 514, 545 (Ill. App. Ct. 2d Dist. 1993).

⁶ See e.g. *Standard Parts Co. v. Peck*, 264 U.S. 52, 59 (1924).

For example, in the case of *Muenzer v. W.F. & John Barnes Co.*, 9 Ill. App. 2d 391 (1956), the plaintiff, Muenzer, alleged that he was the rightful owner of a patent based on his work, which issued to Barnes Co., his former employer.⁷ It was agreed that Muenzer was employed by Barnes Co. for the sole purpose of making the invention.⁸ There was no express contract assigning the invention to Barnes Co.⁹ The Illinois Appellate Court, following the employed to invent rule, found that Muenzer was employed for the purpose of making the invention, so the invention belonged to Barnes Co. and that the burden was on Muenzer to prove the existence of any contract reserving ownership.¹⁰ In *Heath v. Zenkich*, 540 N.E.2d 776 (Ill. App. Ct. 1st Dist. 1989), the Court found for the employer on invention ownership, even though the employee was not specifically hired to invent. It was standard practice in the small company to have overlap between job functions, and the employee worked in many functions, including product design, as part of his employment. *Id.* at 780-781.

Previous assignment of patents by an employee to his employer constitutes persuasive evidence of a duty to assign.¹¹

6. The interrelationship between Medela Holding AG (assignee of Silver) and Medela, Inc. (employer of Weniger and Silver, and assignee on the assignments executed by Weniger of Exh. F), is that Medela, Inc. is the US subsidiary of Medela Holding AG, its Swiss parent. Medela Holding AG is the entity to which patent rights are now assigned from operating Medela entities.

⁷ *Id.* at 393.

⁸ *Id.* at 397.

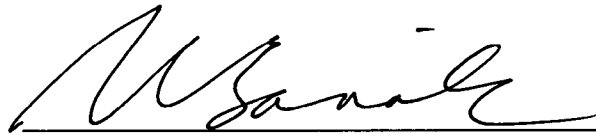
⁹ *Id.* at 393.

¹⁰ *Id.* at 409.

¹¹ *Velsicol Corp. v. Hyman*, 90 N.E.2d 717, 723 (Ill. 1950); see also *Fish v. Air-O-Fan Prod. Corp.*, 285 F.2d 208, 210 (9th Cir. 1960); *Marshall v. Colgate-Palmolive-Peet Co.*, 175 F2d 215, 217-18 (3rd Cir. 1949); *E.F. Drew & Co. v. Reinhard*, 170 F2d 679, 683 (2d Cir. 1948); *Daniel Orifice Fitting Co. v. Whalen*, 198 Cal. App. 2d 791, 797-98 (1962).

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Executed this 9th day of October, 2007, in Chicago, Illinois.

A handwritten signature in black ink, appearing to read "M. Baniak", written over a horizontal line.

Michael H. Baniak

PETITION FOR REVIVAL OF AN APPLICATION FOR PATENT ABANDONED UNINTENTIONALLY UNDER 37 CFR 1.137(b)

Docket Number (Optional)

5297/212

First named inventor: Gotthilf Weniger

Application No.: 10/285,873

Filed: November 1, 2002

Art Unit: 3763

Examiner: Maiorino, Roz

Title: Breast Pump Assembly

Attention: Office of Petitions

Mail Stop Petition

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

FAX (571) 273-8300

NOTE: If information or assistance is needed in completing this form, please contact Petitions Information at (571) 272-3282.

The above-identified application became abandoned for failure to file a timely and proper reply to a notice or action by the United States Patent and Trademark Office. The date of abandonment is the day after the expiration date of the period set for reply in the office notice or action plus an extensions of time actually obtained.

PETITIONER HEREBY PETITIONS FOR REVIVAL OF THIS APPLICATION

NOTE: A grantable petition requires the following items:

- (1) Petition fee;
- (2) Reply and/or issue fee;
- (3) Terminal disclaimer with disclaimer fee - required for all utility and plant applications filed before June 8, 1995; and for all design applications; and
- (4) Statement that the entire delay was unintentional.

1. Petition fee

☐ Small entity-fee \$ _____ (37 CFR 1.17(m)). Applicant claims small entity status. See 37 CFR 1.27.

☒ Other than small entity - fee \$ 1,500.00 (37 CFR 1.17 (m))

2. Reply and/or fee

A. The reply and/or fee to the above-noted Office action in the form of Continuing application (identify type of reply):

☐ has been filed previously on _____.

☒ is enclosed herewith.

B. The issue fee and publication fee (if applicable) of \$ _____.

☐ has been paid previously on _____.

☐ is enclosed herewith.

[Page 1 of 2]

This collection of information is required by 37 CFR 1.137(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1.0 hour to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

3. Terminal disclaimer with disclaimer fee

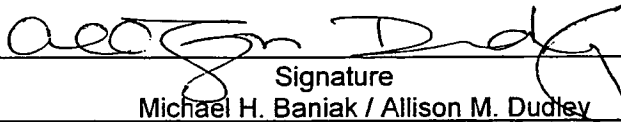
☒ Since this utility/plant application was filed on or after June 8, 1995, no terminal disclaimer is required.

☐ A terminal disclaimer (and disclaimer fee (37 CFR 1.20(d)) of \$ _____ for a small entity or \$ _____ for other than a small entity) disclaiming the required period of time is enclosed herewith (see PTO/SB/63).

4. STATEMENT: The entire delay in filing the required reply from the due date for the required reply until the filing of a grantable petition under 37 CFR 1.137(b) was unintentional. [NOTE: The United States Patent and Trademark Office may require additional information if there is a question as to whether either the abandonment or the delay in filing a petition under 37 CFR 1.137(b) was unintentional (MPEP 711.03(c), subsections (III)(C) and (D)).]

WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.


Signature

Michael H. Baniak / Allison M. Dudley

Typed or printed name

Baniak, Pine, and Gannon

Address

150 N. Wacker Dr., Suite 1200, Chicago, Illinois 60606

Address

July 5, 2006

Date

30,608/50,545

Registration Number, if applicable

(312) 673-0360

Telephone Number

Enclosures: ☒ Fee Payment

☒ Reply

☐ Terminal Disclaimer Form

☒ Additional sheets containing statements establishing unintentional delay, and why Petitioner is the owner of all rights sought to be revived

☒ Other: Declaration of B. Silver (w/ Exhs.)

CERTIFICATE OF MAILING OR TRANSMISSION [37 CFR 1.8(a)]

I hereby certify that this correspondence is being:

☒ Deposited with the U.S. Postal Service "Express Mail Post Office to Addressee" service under 37 CFR § 1.10 on the date indicated below and is addressed to: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, under Express Label No. EV498081435US.

☐ Transmitted by facsimile on the date shown below to the United States Patent and Trademark Office as (571) 273-8300.

July 5, 2006

Date


Signature

Allison M. Dudley

Typed or printed name of person signing certificate

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appln. No. : 10/285,873
Applicant(s) : Gotthilf Weniger
Filed : November 1, 2002
TC/A.U. : 3763
Examiner : Maiorino, Roz
Docket No. : 5297/212
Title: : BREAST PUMP ASSEMBLY

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SUPPLEMENT TO PETITION TO REVIVE UNDER 37 C.F.R. §1.137(b)

The *true* party in interest which is Medela, Inc. (former employer of Applicant Gotthilf Weniger for all times relevant herein), hereby petitions the Commissioner to revive the above-identified application on the basis that the abandonment was unintentional. The entire delay in filing the required reply from the due date for the required reply until the filing of a grantable petition under 37 C.F.R. §1.137(b) should be considered unintentional as more fully supported herein. A petition fee of \$1,500.00 as required by 37 C.F.R. §1.17(m), is enclosed. In response to the reply requirement for a petition under 37 C.F.R. §1.137(b), enclosed herewith is a continuing application under 37 C.F.R. §1.53(b).

I. INTRODUCTION

U.S. Application No. 10/285,873 (U.S. Publication US 2004/0087898 A1) was filed November 1, 2002 entitled "Breast Pump Assembly" with a sole named inventor Gotthilf Weniger (the "Weniger application"). The Weniger application became abandoned on November 25, 2004 for failure to respond to a non-final Office Action.

The enclosed continuing application contains no new subject matter and only pertains to the subject matter as disclosed in the Weniger application relating to a breastshield with a resistive heating element. The named inventor, Gotthilf Weniger, did not invent the subject matter at issue, and moreover, the subject matter was conceived and developed by another Medela employee (Brian Silver) while Mr. Weniger was an employee of Medela. Thus, Medela has sole ownership interest in the inventive subject matter relating to a breastshield with resistive heating element, and is entitled to the rights of the claims in the enclosed continuing application. Claims 12-16 in the Weniger application (two of which are maintained in the continuing application) were withdrawn from prosecution on May 4, 2004 in response to a restriction requirement.

It is respectfully requested that the above identified application be revived for the sole purpose to establish co-pendency with the enclosed continuing application to preserve priority to the subject matter at issue. As set forth in the Declaration of Brian Silver included herewith, Medela never intended to abandon subject matter directed to a resistive heating element for a breastshield. Moreover, Medela was unaware of the filing of the Weniger application until shortly after its publication, and did not become aware of its abandonment until recently. Subsequent to reviving the Weniger application to establish co-pendency with the enclosed continuing application, the Weniger application can be returned to abandoned status.

II. MEDELA IS THE TRUE PARTY IN INTEREST OF THE SUBJECT MATTER PERTAINING TO A BREASTSHIELD WITH RESISTIVE HEATING ELEMENT

The *true* party in interest and the actual inventor who is not the Applicant Weniger, is requesting revival of the Weniger application for the sole purpose of co-pendency with the enclosed continuing application. Medela has an ownership interest in the subject matter pertaining to a

breastshield with a resistive heating element formed on the funnel portion. The breastshield with resistive heating element was a concept conceived of at Medela by Brian Silver. (Silver Decl. ¶8, Exh. A). Mr. Weniger and Brian Silver were employees of Medela at the time the subject matter at issue was conceived. (Silver Decl. ¶6, Exh. A). Accordingly, any putative invention belongs to Medela by virtue of their employment. (Silver Decl. ¶5, Exh. A).

Mr. Weniger ended his employ with Medela on August 26, 1997. (Silver Decl. ¶5, Exh. A). Although the subject matter at issue was conceived and developed while Mr. Weniger was an employee with Medela, Inc., he did not invent it. (Silver Decl. ¶7, Exh. A).

Mr. Silver is the true inventor of the subject matter relating to a breastshield with resistive heating element. (Silver Decl. ¶8, Exh. A). Mr. Silver conceived of the subject matter at least as early as November 21, 1991. (Silver Decl. ¶10a, Exh. A).

From the conception date, and after Mr. Weniger left Medela as an employee, Medela continuously researched and further developed a breastshield with resistive heating element, referenced internally by Medela as the "New Generation Breast Pump and Breastshield Project". (Silver Decl. ¶9, Exh. A). Medela has documentation chronicling all of the foregoing conception and development within the company, including Mr. Weniger's knowledge thereof from Mr. Silver. (Silver Decl. ¶10, Exh. A).

Medela has sole ownership interest in the subject matter pertaining to a breastshield with a heating element of the type disclosed. Medela never intended to abandon subject matter directed to a resistive heating element formed on the funnel portion of a breastshield.

**III. THE SUBJECT MATTER PERTAINING TO A BREASTSHIELD WITH
RESISTIVE HEATING ELEMENT WAS UNINTENTIONALLY
ABANDONED BY MEDELA**

Medela became aware of the Weniger application shortly after its publication. (Silver Decl. ¶11, Exh. A). After Medela became aware of Mr. Weniger's application, it attempted to contact Mr. Weniger concerning the inventorship issues pertaining to the subject matter of the patent application, including a breastshield with resistive heating element. On, May 13, 2005, counsel for Medela notified counsel for Mr. Weniger regarding the inventorship issues of the Weniger application. (Silver Decl. ¶12, Exh. A).

It is unknown when Applicant, Mr. Weniger, became aware of the abandoned status of his application. (Silver Decl. ¶13, Exh. A). Later, Medela discovered the abandoned status of the Weniger application. (Silver Decl. ¶13, Exh. A).

The delay in prosecution of the application that originally resulted in the abandonment is unknown to Medela because Medela was not involved. (Silver Decl. ¶14, Exh. A). The delay did not result from a deliberately chosen course of action on the part of the *true* party in interest, Medela. (Silver Decl. ¶14, Exh. A). Medela never suspected a former employee would file a patent application pertaining to subject matter not belonging to him.

The continuing application filed herewith has been pared from the original Weniger application. It contains only that substance of the specification, including drawings and claims which pertain to the breast shield with resistive heating element. Non-pertinent subject matter has been omitted from this continuing application.

IV. CONCLUSION

The Commissioner is hereby authorized to charge any additional fees which may be required or credit any overpayment to Deposit Account No. 50-0930. Should no proper payment be enclosed, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to the above-mentioned Deposit Account. A duplicate copy of this Petition is enclosed.

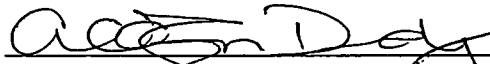
All of the provisions of 37 C.F.R. §1.137(b) having been fulfilled, the *true* party in interest earnestly solicits temporary revival of the subject application for the sole purpose of co-pendency with the enclosed continuing application, entry of the enclosed continuing application, and continued examination.

Medela's representative has done exclusive investigation into the bases for this Petition, and acknowledges that it appears to be a highly unusual set of circumstances presented. While it is considered that the requirements for this limited revival have been met through the instant submission, the Office may have further questions or requests. Accordingly, Medela's undersigned representatives recommend and request that any issues that may remain be brought to their attention through a non-final determination/inquiry, particularly by telephone if deemed most efficient.

Respectfully submitted,

July 5, 2006

BANIAK PINE & GANNON
150 N. Wacker Drive, Suite 1200
Chicago, Illinois 60606
(312) 673-0360


Michael H. Baniak / Allison Dudley
Registration Nos. 30,608 / 50,545
Attorneys for Applicant(s)

**DECLARATION AND POWER OF ATTORNEY
FOR PATENT APPLICATION****PATENT
ATTORNEY DOCKET NO. 5297/212**

As a below named inventor, I hereby declare that:

My residence/post office address and citizenship are as stated below next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

BREAST PUMP ASSEMBLY

the specification of which is attached hereto unless the following box is checked:

() was filed on _____ as _____ or PCT International Application
Number _____ and was amended on _____ (if applicable).

I hereby state that I have reviewed and understood the contents of the above-identified specification, including the claims, as amended by any amendment(s) referred to above. I acknowledge the duty to disclose all information which is material to patentability as defined in 37 CFR 1.56.

Foreign Application(s) and/or Claim of Foreign Priority

I hereby claim foreign priority benefits under Title 35, United States Code Section 119 of any foreign application(s) for patent or inventor(s) certificate listed below and have also identified below any foreign application for patent or inventor(s) certificate having a filing date before that of the application on which priority is claimed:

COUNTRY	APPLICATION NUMBER	DATE FILED	PRIORITY CLAIMED UNDER 35 U.S.C. 119
			YES: _____ NO: _____

Provisional Application

I hereby claim the benefit under Title 35, United States Code Section 119(e) of any United States provisional application(s) listed below:

APPLICATION SERIAL NUMBER	FILING DATE

U.S. Priority Claim

I hereby claim the benefit under Title 35, United States Code, Section 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code Section 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

APPLICATION SERIAL NUMBER	FILING DATE	STATUS (patented/pending/abandoned)
10/285,873	November 1, 2002	Abandoned


POWER OF ATTORNEY:

As a named inventor, I hereby revoke all previously granted powers of attorney in the above-identified patent application and appoint the following attorneys and/or agent(s) to prosecute said patent application and to transact all business in the Patent and Trademark Office connected therewith, and to act as agents to act on behalf of the Applicant(s) before the competent International Authorities in connection with any International applications filed with the United States Receiving Office or any other regional or national patent/trademark office, and to receive payments, documents and any and all communications on behalf of Applicants therefrom:

Michael H. Baniak, Reg. No. 30,608	Allison M. Dudley, Reg. No. 50,545	Steven B. Courtright, Reg. No. 40,966
------------------------------------	------------------------------------	---------------------------------------

Send Correspondence to: Michael H. Baniak BANIAK PINE & GANNON 150 N. Wacker Drive, Suite 1200 Chicago, IL 60606	Direct Telephone Calls To: Michael H. Baniak (312) 673-0360
---	--

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full Name of Inventor: Brian H. SilverCitizenship: United StatesResidence: 340 Ann Street, Cary, Illinois 60013Post Office Address: 340 Ann Street, Cary, Illinois 60013
Brian H. Silver6/30/06
Date



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JUNE 14, 1996.

PTAS

WILIAN BRINKS HOFER ET AL.
MICHAEL H. BANIAK
P.O. BOX 10395
CHICAGO, IL 60610



100159158A

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/13/1995

REEL/FRAME: 7855/0649
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

LARSSON, KARL O.A.H.

DOC DATE: 08/21/1995

ASSIGNOR:

WENIGER, GOTTHILF

DOC DATE: 08/23/1995

ASSIGNOR:

SILVER, BRIAN H.

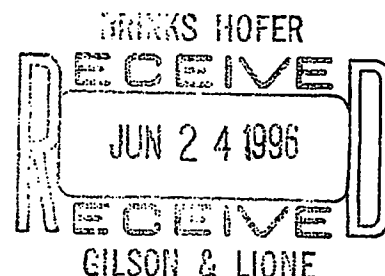
DOC DATE: 08/23/1995

ASSIGNEE:

MEDELA, INCORPORATED
4610 PRIME PARKWAY
MCHENRY, ILLINOIS 60051

SERIAL NUMBER: 08396251
PATENT NUMBER: 5474193

FILING DATE: 02/28/1995
ISSUE DATE: 12/12/1995



7855/0649 PAGE 2

JOANN STEWART, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

ASSIGNMENT

WHEREAS, KARL O.A.H. LARSSON, GOTTHILF WENIGER and BRIAN H. SILVER, hereinafter called the "Assignor", have made the invention described in the United States patent application entitled **IMPROVED BREASTFEEDING ASSISTANCE DEVICE**, filed February 28, 1995 and assigned Serial Number 08/396,251;

WHEREAS, MEDELA, INC., a corporation organized and existing under the laws of the State of Delaware, having a place of business at City of McHenry, State of Illinois, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignor hereby covenants and agrees, for both the Assignor and the Assignor's legal representatives, that the Assignor will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignor will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignor has executed this agreement.

DATED: 24th August 21, 1995

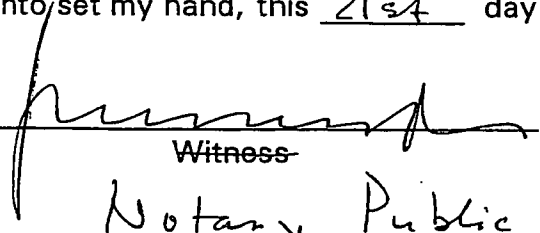

Karl O.A.H. Larsson

I, Dr. Ernst A. Brandenburg, do hereby certify that Karl O.A.H. Larsson, personally known to me to be the same person whose name is subscribed to the foregoing instrument; appeared before me this day in person and acknowledged that he signed, ~~sealed~~ and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand, this 21st day of August, 1995.

(SEAL)




Witness

Notary Public

DATED: 8-23-95

Gotthilf Weniger
Gotthilf Weniger

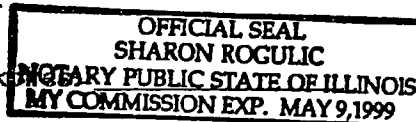
STATE OF Illinois)
COUNTY OF Mc Henry) ss.

I, Sharon Rogulic, a Notary Public in and for the County and State aforesaid, do hereby certify that Gotthilf Weniger, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 23rd day of August, 1995.

(SEAL)

My Commission Expires



Sharon Rogulic
Notary Public

* * * * *

DATED: 8-23-95

Brian H. Silver
Brian H. Silver

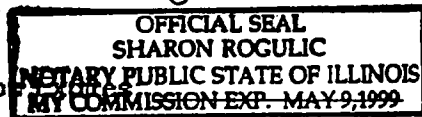
STATE OF Illinois)
COUNTY OF Mc Henry) ss.

I, Sharon Rogulic, a Notary Public in and for the County and State aforesaid, do hereby certify that Brian H. Silver, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 23rd day of August, 1995.

(SEAL)

My Commission Expires



Sharon Rogulic
Notary Public



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

DATE: 01/27/92

TO:

MICHAEL H. BANIAK
WILLIAN BRINKS OLDS HOFER
GILSON & LIONE LTD.
P.O. BOX 10395
CHICAGO, IL 60610

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT ASSIGNMENT PROCESSING SYSTEM. IF YOU SHOULD FIND ANY ERRORS, ON THIS NOTICE, PLEASE SEND A REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT BRANCH, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231

ASSIGNOR:

SILVER, BRIAN H. ✓

DOC DATE: 12/02/91 ✓

ASSIGNOR:

WENIGER, GOTTHILE ✓

DOC DATE: 11/27/91 ✓

RECORDATION DATE: 12/06/91 ✓ NUMBER OF PAGES 004 ✓ REEL/FRAME 5954/0694 ✓

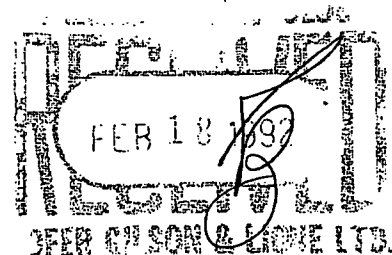
DIGEST :ASSIGNMENT OF ASSIGNORS INTEREST

ASSIGNEE:

MEDELA INC. ✓
A CORP. OF IL ✓
MCHENRY, IL ✓

SERIAL NUMBER 7-809921 ✓
PATENT NUMBER

FILING DATE 12/06/91 ✓
ISSUE DATE 00/00/00



2-19-92

ASSIGNMENT

WHEREAS, BRIAN SILVER and GOTTHILF WENIGER, hereinafter called the "Assignors", have jointly invented a new and useful DISPOSABLE MILK COLLECTING BAG FOR A BREAST PUMP, for a full description of which reference is here made to an application for Letters Patent of the United States executed by them of even date herewith; and

WHEREAS, MEDELA INC., a corporation organized and existing under the laws of the State of Illinois, having a place of business in the City of McHenry, State of Illinois, hereinafter called the "Assignee", is desirous of acquiring the entire right, title and interest in and to said invention, the application above identified, and in, to and under Letters Patent which may be obtained for said invention, as hereinafter more fully set forth;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient considerations, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto the Assignee, the entire right, title and interest for the United States in and to the invention and application hereinabove identified, and any Letters Patent of the United States that may issue for said invention, together with the entire right, title and interest in and to said invention and application for Letters Patent and Letters Patent therefor, in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which any and all of said Letters Patent for said invention may issue.

And the Assignors do hereby covenant and agree, for themselves and their legal representatives, that they will assist their Assignee in the prosecution of the application herein identified; in the making and prosecution of any other applications for Letters Patent that the Assignee may elect to make covering the invention herein identified, as hereinbefore set forth; in vesting in the Assignee like exclusive title in and to all such other applications and Letters Patent; and in the prosecution of any interference which may arise involving said invention, or any application or Letters Patent herein contemplated; and that they will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to fully carry out the terms of this Assignment.

And the Commissioner of Patents and Trademarks is hereby authorized and requested to issue Letters Patent to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have hereunto set their hands and affixed their seals.

DATE: Nov 27 91

Colin H. Hume (SEAL)

DATE: Dec 2, 1991

Brian H. Silver (SEAL)

REF 5954 FRANK 96

REF. 5954 FRANK 697



WILLIAN BRINKS HOFER GILSON ET AL
GREGORY L. BRADLEY
P.O. BOX 10395
CHICAGO, IL 60610

UNITED STATES PATENT AND TRADEMARK OFFICE
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ASSIGNOR:
SILVER, BRIAN

DOC DATE: 11/22/94

ASSIGNOR:
WENIGER, GOTTHILF

DOC DATE: 11/22/94

ASSIGNOR:
LOCKRIDGE, KATHLEEN

DOC DATE: 11/22/94

ASSIGNOR:
WESTON, RICHARD

DOC DATE: 11/22/94

RECORDATION DATE: 01/20/95 NUMBER OF PAGES 005 REEL/FRAME 7335/0376

DIGEST: ASSIGNMENT OF ASSIGNOR'S INTEREST

ASSIGNEE:
MEDELA, INCORPORATED
4610 PRIME PARKWAY
MCHENRY, ILLINOIS 60051

SERIAL NUMBER	8-375977	FILING DATE	01/20/95
PATENT NUMBER		ISSUE DATE	00/00/00

EXAMINER/PARALEGAL
ASSIGNMENT BRANCH
ASSIGNMENT/CERTIFICATION SERVICES DIVISION

ASSIGNMENT

WHEREAS, BRIAN H. SILVER, GOTTHILF WENIGER, KATHLEEN A. LOCKRIDGE and RICHARD S. WESTON, hereinafter called the "Assignors", have made the invention described in the United States patent application entitled **DEVICE AND METHOD FOR SUPPORTING A BREAST SHIELD AND RELATED PUMP EQUIPMENT**, executed by Assignors on the same date as this Assignment;

WHEREAS, MEDELA, INCORPORATED, a corporation organized and existing under the laws of the State of Illinois, having a place of business at 4610 Prime Parkway, McHenry, Illinois 60051, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

REEL 1335 FRAME 377

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED: 11-22-94

Brian H. Silver
BRIAN H. SILVER

DATED: 11-22-94

Gottlieb Weniger
GOTTHILF WENIGER

DATED: 11-22-94

Kathleen A. Lockridge
KATHLEEN A. LOCKRIDGE

DATED: 11-22-94

Richard S. Weston
RICHARD S. WESTON

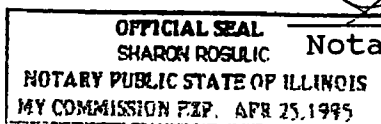
REEL 1335 FRAME 378

STATE OF ILLINOIS)
COUNTY OF McHenry) ss.

I, Sharon Rogulic, a Notary Public in and for the County and State aforesaid, do hereby certify that BRIAN H. SILVER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 22nd day of November, 1994.

(SEAL)



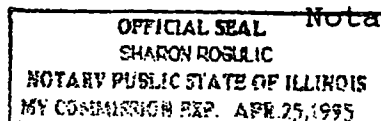
My Commission Expires: _____

STATE OF ILLINOIS)
COUNTY OF McHenry) ss.

I, Sharon Rogulic, a Notary Public in and for the County and State aforesaid, do hereby certify that GOTTHILF WENIGER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 22nd day of November, 1994.

(SEAL)



My Commission Expires: _____

REEL 7335 FRAME 379

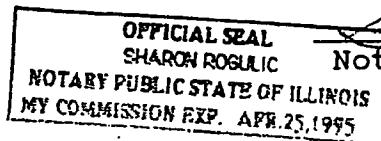
STATE OF ILLINOIS)

COUNTY OF McHenry) ss.

I, Sharon Rogulic, a Notary Public in and for the County and State aforesaid, do hereby certify that KATHLEEN A. LOCKRIDGE, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 22nd day of November, 1994.

(SEAL)



My Commission Expires: _____

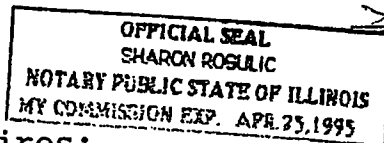
STATE OF ILLINOIS)

COUNTY OF McHenry) ss.

I, Sharon Rogulic, a Notary Public in and for the County and State aforesaid, do hereby certify that RICHARD S. WESTON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 22nd day of November, 1994.

(SEAL)



My Commission Expires: _____

JAN 20 95

RECORDS
PATENT AND TRADEMARK
OFFICE

REEL 1335 FRAME 380



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

APRIL 25, 1996

PTAS
WILLIAN, BRINKS, HOFER, GILSON & LIONE
ROBERT S. MALLIN
P. O. BOX 10395
CHICAGO, IL 60610



100130551A

UNITED STATES PATENT AND TRADEMARK OFFICE
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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/08/1995

REEL/FRAME: 7778/0721

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

LOCKRIDGE, KATHLEEN

DOC DATE: 10/17/1995

ASSIGNOR:

SILVER, BRIAN

DOC DATE: 10/17/1995

ASSIGNOR:

WENIGER, GOTTHILF

DOC DATE: 10/17/1995

ASSIGNOR:

WESTON, RICHARD

DOC DATE: 10/17/1995

ASSIGNEE:

MEDELA, INCORPORATED
4610 PRIME PARKWAY
MCHENRY, ILLINOIS 60051

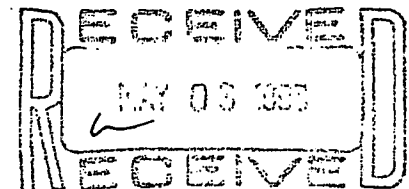
SERIAL NUMBER: 08555151

FILING DATE: 11/08/1995

PATENT NUMBER:

ISSUE DATE:

WILLIAN BRINKS HOFER



GILSON & LIONE

DIANE RUSSELE, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Case No. 5297/54

ASSIGNMENT

WHEREAS, Kathleen A. Lockridge, Brian H. Silver, Gotthilf Weniger and Richard S. Weston, hereinafter called the "Assignors", have made the invention described in the United States patent application entitled DEVICE AND KIT FOR SUPPORTING A BREAST SHIELD AND RELATED PUMP EQUIPMENT, executed by Assignors on the same date as this Assignment;

WHEREAS, MEDELA, INCORPORATED, a corporation organized and existing under the laws of the State of Delaware, having a place of business at 4610 Prime Parkway, McHenry, Illinois, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Assistant Commissioner for Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED: X 10-17-95

X Kathleen A. Lockridge
KATHLEEN A. LOCKRIDGE

DATED: X Oct 17, 1995

X Brian H. Silver
BRIAN H. SILVER

DATED: X 10-17-95

X Gotthilf Weniger
GOTTHILF WENIGER

DATED: X 10-17-95

X Richard S. Weston
RICHARD S. WESTON

STATE OF Illinois)
) ss.
COUNTY OF McHenry)

I, Sharon Rogulic, a Notary Public in and for the County and State aforesaid, do hereby certify that Kathleen A. Lockridge, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 17th day of October, 1995.



(SEAL)

Sharon Rogulic
Notary Public

My Commission Expires: May 9, 1999

STATE OF Illinois)
) ss.
COUNTY OF McHenry)

I, Sharon Rogulic, a Notary Public in and for the County and State aforesaid, do hereby certify that Brian H. Silver, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 17th day of October, 1995.



(SEAL)

Sharon Rogulic
Notary Public

My Commission Expires: May 9, 1999

STATE OF Illinois)
) ss.
COUNTY OF McHenry)

I, Sharon Rogulic, a Notary Public in
and for the County and State aforesaid, do hereby certify that
Gotthilf Weniger, personally known to me to be the same
person whose name is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that (s)he
signed, sealed and delivered the said instrument as his/her free
and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and
Notarial Seal, this 17th day of October, 1999.

(SEAL)

OFFICIAL SEAL
SHARON ROGULIC
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 9, 1999

Sharon Rogulic
Notary Public

My Commission Expires: May 9, 1999

STATE OF Illinois)
) ss.
COUNTY OF McHenry)

I, Sharon Rogulic, a Notary Public in
and for the County and State aforesaid, do hereby certify that
Richard S. Weston, personally known to me to be the same
person whose name is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that (s)he
signed, sealed and delivered the said instrument as his/her free
and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and
Notarial Seal, this 17th day of October, 1999.

(SEAL)

OFFICIAL SEAL
SHARON ROGULIC
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 9, 1999

Sharon Rogulic
Notary Public

My Commission Expires: May 9, 1999

00/375977

Case No. 5297/35

ASSIGNMENT

WHEREAS, BRIAN H. SILVER, GOTHELF WENIGER, KATHLEEN A. LOCKRIDGE and RICHARD S. WESTON, hereinafter called the "Assignors", have made the invention described in the United States patent application entitled **DEVICE AND METHOD FOR SUPPORTING A BREAST SHIELD AND RELATED PUMP EQUIPMENT**, executed by Assignors on the same date as this Assignment;

WHEREAS, MEDELA, INCORPORATED, a corporation organized and existing under the laws of the State of Illinois, having a place of business at 4610 Prime Parkway, McHenry, Illinois 60051, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

REEL 7335 FRAME 377

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that the Assignors will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED: 11-22-94

Brian H. Silver
BRIAN H. SILVER

DATED: 11-22-94

Gottlieb Wenzel
GOTTLIEB WENZEL

DATED: 11-22-94

Kathleen A. Lockridge
KATHLEEN A. LOCKRIDGE

DATED: 11-22-94

Richard S. Weston
RICHARD S. WESTON

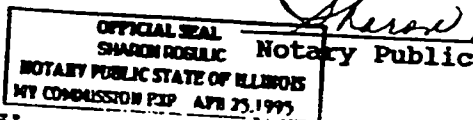
REEL 1335 FRAME 378

STATE OF ILLINOIS)
COUNTY OF McHenry) ss.

I, Sharon Rogulic, a Notary Public in and for the County and State aforesaid, do hereby certify that BRIAN H. SILVER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 2nd day of November, 1994.

(SEAL)



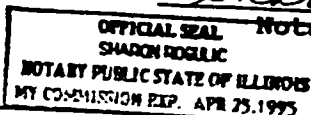
My Commission Expires: _____

STATE OF ILLINOIS)
COUNTY OF McHenry) ss.

I, Sharon Rogulic, a Notary Public in and for the County and State aforesaid, do hereby certify that GOTTHILF WENIGER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 2nd day of November, 1994.

(SEAL)



My Commission Expires: _____

NEEL 335 FRAME 379

STATE OF ILLINOIS)

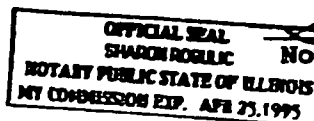
COUNTY OF McHenry)

SS.

I, Sheron Rogulic, a Notary Public in and for the County and State aforesaid, do hereby certify that KATHLEEN A. LOCKRIDGE, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 22nd day of November, 1994.

(SEAL)



My Commission Expires: _____

STATE OF ILLINOIS)

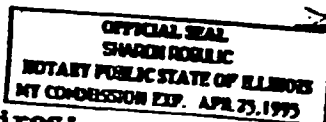
COUNTY OF McHenry)

SS.

I, Sheron Rogulic, a Notary Public in and for the County and State aforesaid, do hereby certify that RICHARD S. WESTON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 22nd day of November, 1994.

(SEAL)



My Commission Expires: _____

REF 7335 FRAME 380

JAN 20 95

PATENT AND TRADEMARK
OFFICE

Becerril, Coca & Becerril, S.C

• Engineers-Attorneys at Law
 Patent & Trademark Matters
 P.O. Box 265
 Col. Centro
 Deleg. Cuauhtemoc
 06000 - Mexico, D.F.

PATENT APPLICATIONS

CESION DE DERECHOS

ASSIGNMENT FORM

ASSIGNMENT

CESIÓN

✓ In the City of McHenry, Illinois USA✓ on March 8, 19 96Gotthilf Weniger

domiciled at 217 River Road
Cary, Illinois 60013
United States of America

assign(s), sell(s) and transfer(s) to
Medela, Inc.

domiciled at 4610 Prime Parkway
McHenry, Illinois 60051 USA

all right, title and interest in and to his (their) invention(s)
 for DEVICE AND METHOD FOR SUPPORTING A
BREAST SHIELD AND RELATED PUMP
EQUIPMENT

including the right to claim the priority of the correspon-
 ding United States of America

application(s)
 No.(s) 08/555,151

filed on 8 November 1995

The consideration for this assignment is the sum of
 \$ _____ pesos, Mexican currency, which
 amount both parties agree is just and legal, and for which
 amount the Assignor hereby extends a full and complete
 receipt.

En la Ciudad de _____

en _____ 19 _____

con domicilio en _____

vende(n) y transfiere(n) a _____

con domicilio en _____

todo su derecho, título e interés en y con respecto a su(s)
 invención(es) por _____

incluyendo el derecho para reclamar la prioridad de la(s) co-
 rrespondiente(s) solicitud(es) _____

No.(s) _____

presentada(s) el _____

El precio de esta cesión es la suma de \$ _____
 moneda mexicana, conviniendo ambas partes que dicha can-
 tidad es justa y legal, y por la cual el Cedente otorga en este
 acto el más amplio recibo.

✓ Gotthilf Weniger
 Assignor(s) Cedente(s)
 Gotthilf Weniger

No legalization required.

erril, Coca & Becerril, S.C

•Engineers-Attorneys at Law
 Patent & Trademark Matters
 P.O. Box 265
 Col. Centro
 Deleg. Cuauhtemoc
 06000 - Mexico, D.F.

FOI PATENT APPLICATIONS

CESION DE DERECHOS

ASSIGNMENT FORM

ASSIGNMENT

CESIÓN

✓ In the City of McHenry, IL USA

En la Ciudad de _____

✓ on March 7 19 96

en _____ 19 _____

Brian H. Silverdomiciled at 340 Ann
Cary, Illinois 60013
United States of America

con domicilio en _____

assign(s), sell(s) and transfer(s) to _____
Medela, Inc.

vende(n) y transfiere(n) a _____

domiciled at 4610 Prime Parkway
McHenry, Illinois 60051 USA

con domicilio en _____

all right, title and interest in and to his (their) invention(s)
 for DEVICE AND METHOD FOR SUPPORTING A
BREAST SHIELD AND RELATED PUMP
EQUIPMENTtodo su derecho, título e interés en y con respecto a su(s)
 invención(es) por _____including the right to claim the priority of the correspon-
 ding United States of Americaincluyendo el derecho para reclamar la prioridad de la(s) co-
 rrespondiente(s) solicitud(es) _____

application(s) _____

No.(s) _____

No.(s) 08/555,151

presentada(s) el _____

filed on 8 November 1995

The consideration for this assignment is the sum of
 \$ _____ pesos, Mexican currency, which
 amount both parties agree is just and legal, and for which
 amount the Assignor hereby extends a full and complete
 receipt.

El precio de esta cesión es la suma de \$ _____
 moneda mexicana, conviniendo ambas partes que dicha can-
 tidad es justa y legal, y por la cual el Cedente otorga en este
 acto el más amplio recibo.

✓ Brian H. Silver

Assignor(s) Cedente(s)

Brian H. Silver

No legalization required.

Engineers-Attorneys at Law
 Patent & Trademark Matters
 P.O. Box 265
 Col. Centro
 Deleg. Cuauhtemoc
 06000 - Mexico, D.F.

ASSIGNMENT

CESION

✓ In the City of McHenry IL

✓ on March 7th 19 96

Kathleen A. Lockridge

domiciled at 920 Boxwood
Crystal Lake, Illinois 60014
United States of America

assign(s), sell(s) and transfer(s) to Medela, Inc.

domiciled at 4610 Prime Parkway
McHenry, Illinois 60051 USA

all right, title and interest in and to his (their) invention(s)
 for DEVICE AND METHOD FOR SUPPORTING A
BREAST SHIELD AND RELATED PUMP
EQUIPMENT

including the right to claim the priority of the correspon-
 ding United States of America

application(s) _____

No.(s) 08/555,151

filed on 8 November 1995

The consideration for this assignment is the sum of
 \$ _____ pesos, Mexican currency, which
 amount both parties agree is just and legal, and for which
 amount the Assignor hereby extends a full and complete
 receipt.

En la Ciudad de _____

en _____ 19 _____

con domicilio en _____

vende(n) y transfiere(n) a _____

con domicilio en _____

todo su derecho, título e interés en y con respecto a su(s)
 invención(es) por _____

incluyendo el derecho para reclamar la prioridad de la(s) co-
 rrespondiente(s) solicitud(es) _____

No.(s) _____

presentada(s) el _____

El precio de esta cesión es la suma de \$ _____
 moneda mexicana, conviniendo ambas partes que dicha can-
 tidad es justa y legal, y por la cual el Cedente otorga en este
 acto el más amplio recibo.

✓ Kathleen A. Lockridge
 Assignor(s) Cedente(s)

Kathleen A. Lockridge

No legalization required.

5297/62

arril, Coca & Becerril, S.C

Engineers-Attorneys at Law
Patent & Trademark Matters
P.O. Box 265
Col. Centro
Deleg. Cuauhtemoc
06000 - Mexico, D.F.

FOI PATENT APPLICATIONS

CESION DE DERECHOS

ASSIGNMENT FORM

ASSIGNMENT

CESION

✓ In the City of McHenry, Illinois USA

En la Ciudad de _____

✓ on March 8, 19 96

en _____ 19 _____

Richard S. Weston

domiciled at 764 Old Westberry Road
Crystal Lake, Illinois 60014
United States of America

con domicilio en _____

assign(s), sell(s) and transfer(s) to _____
Medela, Inc.

vende(n) y transfiere(n) a _____

domiciled at 4610 Prime Parkway
McHenry, Illinois 60051 USA

con domicilio en _____

all right, title and interest in and to his (their) invention(s)
for DEVICE AND METHOD FOR SUPPORTING A
BREAST SHIELD AND RELATED PUMP
EQUIPMENT

todo su derecho, título e interés en y con respecto a su(s)
invención(es) por _____

including the right to claim the priority of the correspon-
ding United States of America

incluyendo el derecho para reclamar la prioridad de la(s) co-
rrespondiente(s) solicitud(es) _____

application(s) _____

No.(s) _____

No.(s) 08/555,151

filed on 8 November 1995

presentada(s) el _____

The consideration for this assignment is the sum of
\$ _____ pesos, Mexican currency, which
amount both parties agree is just and legal, and for which
amount the Assignor hereby extends a full and complete
receipt.

El precio de esta cesión es la suma de \$ _____
moneda mexicana, conviniendo ambas partes que dicha can-
tidad es justa y legal, y por la cual el Cedente otorga en este
acto el más amplio recibo.

✓ Richard S. Weston

Assignor(s) Cedente(s)

Richard S. Weston

No legalization required.